THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 6332 of 2006

Dated: 02-11-2006

Between:

N.V.Chalapathi

..... PETITIONER

AND

The Chief Administrative Officer,
Construction, South Central Railway,
Secunderabad and another.

.....RESPONDENTS

THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 6332 of 2006

O R D E R:

The petitioner who was awarded the contract vide Agreement No.40/CAO/C/SC/2005, dated 28-06-2005 to carry out the earth work in formation for new embankment/extension including moorum blanketing, cutting, construction of minor bridges and execution of misc, works from Ch.66300 M to Ch.64300 M in Reach-I between Devarakhadra and Proposed Marikal Stations filed this writ petition seeking a declaration that the action of the respondents in withholding the seigniorage charges on the ordinary earth as arbitrary and illegal; and consequently to direct the respondents not to recover or withhold seigniorage charges from the bills payable to him.

I have heard the learned Counsel for both the parties and perused the material on record.

Having considered an identical issue, a Division Bench of this Court in ***M/s. MRKR-MBGEC v. CHIEF ADMINISTRATIVE OFFICER, CONSTRUCTION, SOUTH CENTRAL RAILWAY***[1] held that all contractors like the petitioners are duty bound to pay the seigniorage charges on the ordinary sand used for construction purposes.

The ratio laid down by the Division Bench in the above said decision squarely applies to the present case and the petitioner herein also stands on the same footing. Hence, the relief as prayed for cannot be granted.

However, liberty is granted to the petitioner to avail the

appropriate alternative remedy as available under law for redressal of his grievance, if any.

Writ Petition is accordingly disposed of. No costs.

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G. ROHINI, J.

Dt. 02-11-2006

KLP

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[1] 2006 (3) ALT 274 (D.B.)